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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/689,135

10/20/2003

Kevin G. Woodruff

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KIRKPATRICK & LOCKHART PRESTON GATES ELLIS LLP
535 SMITHFIELD STREET
PITTSBURGH, PA 15222

EXAMINER

PERRY, LINDA C

ART UNIT

PAPER NUMBER

3693

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/689,135	Applicant(s) WOODRUFF ET AL.	
	Examiner LINDA C. PERRY	Art Unit 3693	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 03 April 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-49 is/are pending in the application.
- 4a) Of the above claim(s) 17 and 24-33 is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-16, 18-23 and 34-49 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 20 October 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

This Office Action is responsive to Applicant's amendment of application number 10/689,135 filed on 10/26/2007.

The amendment contains original claims 8, 9, 13, 15, 16, 21, 22,

The amendment contains amended claims 1-7, 10-12, 14, 18-20, 23, 26, and 30.

The amendment cancels claims 17 and 24-33.

The amendment adds claims 34-49.

Election/Restrictions

Newly submitted claims 34-46 and 47-49 are directed to inventions that are independent or distinct from the invention originally claimed for the following reasons: these claims recite methods for increasing the amount of a first security available for borrow having distinct utility for potential hedging.

Since applicant has received an action on the merits for the originally presented invention, this invention has been constructively elected by original presentation for prosecution on the merits. Accordingly, claims 34-49 are withdrawn from consideration as being directed to non-elected inventions. See 37 CFR 1.142(b) and MPEP § 821.03.

Claim Rejections - 35 USC § 103

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

Claims 1-4 and 6-8 are rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review, Jun, 2000, hereinafter referred to as NPL1), in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler).

Regarding claim 1, NPL1 teaches a *method for increasing an amount of a first security available to an investor for borrow* (needs of active stock market participants or market-makers to obtain stock to deliver on short sales **page 11 ¶ [0007]**) *and lending a third quantity of the first security to the investor* (stock lending is driven by ...needs of active stock participants or market-makers to obtain stock to deliver on short sales **page 11 ¶ [0007]**).

NPL1 does not teach the security issued by a first entity, and second entity purchasing security and entering into a forward contract obligating second entity to deliver security to the first entity.

Mosler teaches *the first security issued by a first entity* (Treasury subject of contract **¶ [0112]**), *the method comprising: by a second entity, purchasing a first quantity of the security* (A “reverse repo” or a “reverse repurchase agreement” is a short-term loan agreement by which one party buys an asset

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from another party, but promises to sell back the asset at a specified time ¶ [0236]); *entering into a forward purchase contract with the first entity, wherein the forward purchase contract obligates the second entity to subsequently deliver a second quantity of the security to the first entity (¶ [0236]).*

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify covering short sales as taught by NPL1 to adapt a reverse repurchase as taught by Mosler. The motivation would be to describe a transaction whereby the second entity can loan shares, increasing market liquidity, with few financial consequences.

Regarding claim 2, NPL1 does not teach buying the first quantity from the first entity.

Mosler teaches *wherein purchasing the first quantity of the first security includes purchasing the first quantity of the first security from the first entity (¶ [0112], [0110], and [0236]).*

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify covering short sales as taught by NPL1 to adapt purchasing Treasuries as taught by Mosler. The motivation would be to describe shorting government securities.

Regarding claim 3, NPL1 teaches *wherein purchasing the first quantity of the first security includes purchasing the first quantity of the first security from an intermediary ([stock-lending] is driven by desire of long-term passive investor,*

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such as a pension fund, to earn additional income from securities **page 11, ¶ [0008]**).

Regarding claim 4, NPL1 teaches *wherein purchasing the first quantity of the first security includes purchasing common stock* (**page 11, ¶ [0008]**).

Regarding claim 6, NPL1 teaches *wherein the forward purchase contract obligates the second entity to subsequently deliver a quantity of the first security equal to the first quantity to the first entity* (agreement to sell securities coupled with an agreement to repurchase the same or equivalent securities at a future time **page 11, ¶ [0004]**).

Regarding claim 7, NPL1 does not disclose entering into first purchase and forward purchase simultaneously.

Mosler teaches *wherein entering into the forward purchase contract includes entering into the forward purchase contract when the first quantity of the first security is purchased* (**¶ [0236]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify 'repo' as taught by NPL1 to adapt the timing of the forward contract as taught by Mosler. The motivation would be to specify a common form of 'repo'.

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Regarding claim 8, NPL1 teaches *wherein entering into the forward purchase contract includes the second entity receiving a first payment before a settlement date of the forward purchase contract* (net paying 'repo' in which seller (entity 1) is not compensated for interest coupons or dividend missed. The seller (entity 1) would be regarded as still receiving the dividend or coupon, but then paying it over to the purchaser (entity 2) **page 11, ¶ [0005]**).

Claims 5 and 16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review, Jun, 2000, hereinafter referred to as NPL1), in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler), and further in view of Davis III (U.S. Patent Application Publication 2005/0044024 hereinafter referred to as Davis).

Regarding claim 5, neither NPL1 nor Mosler specifically teaches one price for both of the 'repo' purchases.

Davis teaches *wherein purchasing the first quantity of the first security includes purchasing the first quantity of the security for a first price, and wherein entering into the forward purchase contract includes obligating the second entity to subsequently deliver the second quantity of the first security to the first entity for the first price* (**Abstract, ¶ [0009]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method for increasing a security available for borrow as taught by the combination of NPL1 and Mosler to adapt a 'repo' with trades occurring at the same price as taught by Davis. The motivation would be to illustrate the equivalent of a short-term loan wherein the value of the securities does not change appreciably.

Regarding claim 16, neither NPL1 nor Mosler teaches the settlement date of the forward purchase being related to a maturity or put or call date of the second security.

Davis teaches *wherein the forward purchase contract obligates the second entity to fulfill the forward purchase contract by a settlement date that is one of a maturity date of a second security issued by the first entity, a put date of the second security and a call date of the second security (Claim 1).*

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method for increasing a security available for borrow as taught by the combination of NPL1 and Mosler to adapt the forward purchase settlement date related to the second issue's maturity date as taught by Davis. The motivation would be to coordinate the cash flows related to the securities.

Claims 7-9, 11, 12, 14, and 18-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review, Jun, 2000, hereinafter referred to as NPL1), in view of

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Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler), further in view of Dwin (U.S. Patent Application Publication No. 2004/0030638 hereinafter referred to as Dwin).

Regarding claim 7, neither NPL1 nor Mosler specifies that entering into forward purchase contract is done at the same time as buying the security.

Dwin teaches *wherein entering into the forward purchase contract includes entering into the forward purchase contract when the first quantity of the first security is purchased* (¶ [0003]).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method of increasing securities available for borrow as taught by the combination of NPL1 and Mosler to adapt a 'repo' wherein the forward contract is entered into at the same time as the loan of securities as taught by Dwin. The motivation would be to illustrate a certain type of 'repo'.

Regarding claim 8, neither NPL1 nor Mosler specifies payment to second entity before settlement.

Dwin teaches *wherein entering into the forward purchase contract includes the second entity receiving a first payment before a settlement date of the forward purchase contract* (margin paid from seller, lending fee charged by buyer ¶ [0032]).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method of increasing securities available for borrow

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as taught by the combination of NPL1 and Mosler to adapt payments customary between buyer and seller of security in a 'repo' as taught by Dwin. The motivation would be to illustrate the details of a 'repo' agreement.

Regarding claim 9, neither NPL1 nor Mosler teaches second entity receiving payment when forward purchase contract is entered into.

Dwin teaches *wherein the second entity receiving the first payment includes the second entity receiving the first payment when the forward purchase contract is entered into* (loan margin paid from seller (first entity) in exchange for funds from buyer (second entity) ¶ [0032]).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method of increasing securities available for borrow as taught by the combination of NPL1 and Mosler to adapt simultaneous funds exchange as taught by Dwin. The motivation would be to illustrate the details of a 'repo' agreement.

Regarding claim 11, NPL1 teaches *the second entity pay[s] the first entity a first amount equal to a sum of: a total of any distributions paid on the security from the date of formation of the forward purchase contract until the settlement date of the forward purchase contract* (purchaser will need to make substitute

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payments to compensate for any interest coupons or dividends missed by seller

page 11 ¶ [0004];

Neither NPL1 nor Mosler teaches payment of fees from an investor who borrows the security.

Dwin teaches *and a total of any payments the second entity receives for lending the third quantity of the first security to the investor* ('repo' desk lends loans (securities) to short seller ¶ [0049]).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the 'repo' agreement and lending as taught by the combination of NPL1 and Mosler to adapt paying the first entity the sums gained by second entity for loaning out stock to an investor. The motivation would be to observe the rule that the first entity retains all rights in a security when loaning it out.

Regarding claim 12, the same art and rationale used in rejecting claim 11 apply.

Regarding claim 14, the same art and rationale used in rejecting claim 11 apply.

Regarding claim 18, neither NPL1 nor Mosler teaches second entity lends specific quantity of security to investor.

Dwin teaches *wherein lending the third quantity of the first security to the investor includes lending at least one of the first and second quantities of the first security to the investor* (¶ [0049]).

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It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the 'repo' agreement and lending as taught by the combination of NPL1 and Mosler to adapt second entity's lending a specific part of the quantity borrowed from entity one to the investor. The motivation would be to illustrate increasing liquidity by providing security to a short seller.

Regarding claim 19, neither NPL1 nor Mosler discloses investor's receiving loan when 'repo' agreement is entered into.

Dwin teaches *wherein lending the third quantity of the first security to the investor includes lending the third quantity of the first security to the investor when the first quantity of the first security is purchased and the forward purchase contract is entered into (claim 16).*

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the 'repo' agreement and lending as taught by the combination of NPL1 and Mosler to adapt simultaneous lending of security to an investor. The motivation would be to accommodate a short seller.

Regarding claim 20, neither NPL1 nor Mosler discloses investor's receiving loan after 'repo' agreement is entered into.

Dwin teaches *wherein lending the third quantity of the security to the investor includes lending the third quantity of the first security to the investor after the first quantity of the first security is purchased and the forward purchase contract is entered into (¶ [0010]).*

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the 'repo' agreement and lending as taught by the combination of NPL1 and Mosler to adapt later lending of security to an investor. The motivation would be to describe a borrower who builds a portfolio of securities prior to being approached by short seller for a loan.

Claim 10 is rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review, Jun, 2000, hereinafter referred to as NPL1), in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler), and in view of Dwin (U.S. Patent Application Publication No. 2004/0030638 hereinafter referred to as Dwin), and further in view of Finkelstein et al. (U.S. Patent Application Publication No. 2001/0037284 hereinafter referred to as Finkelstein).

Regarding claim 10, neither NPL1 nor Mosler nor Dwin teaches second entity receiving payment for a second amount of security when the forward purchase contract is entered into.

Finkelstein teaches *wherein the second entity receiving the first payment includes the second entity receiving a payment equal to a sale price of the second quantity of the first security* (a Flex 'repo', a repurchase agreement that provides for principal draw downs (**¶ [0017]**)).

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It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method of increasing securities available for borrow as taught by the combination of Mosler, NPL1, and Dwin to adapt payments for the second amount before execution of the repurchase as taught by Finkelstein. The motivation would be to illustrate variations on the theme of a 'repo' existing in the marketplace.

Claims 13 and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review Jun, 2000, hereinafter referred to as NPL1), in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler), in view of Dwin (U.S. Patent Application Publication No. 2004/0030638 hereinafter referred to as Dwin), and further in view of Ross (U.S. Patent Application Publication No. 2002/009406 hereinafter referred to as Ross).

Regarding claim 13, neither NPL1 nor Mosler nor Dwin teaches the second entity may pay the at least some of the amount equal to the distributions on the security borrowed in stock.

Ross teaches *wherein the forward purchase contract permits the second entity to pay at least a portion of the second amount with stock* (§ [0114]).

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It would have been obvious to one of ordinary skill in the art at the time of the invention to modify payment of distributions owed as taught by the combination of NPL1, Mosler, and Dwin to adapt payment of the distributions in stock as taught by Ross. The motivation would be to replicate payments in stock as they might have been made to the second entity.

Regarding claim 15, the same art and rational used in rejecting claim 13 apply.

Claims 21-23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review Jun, 2000, hereinafter referred to as NPL1), in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler), and further in view of Dokken (U.S. Patent Application Publication No. 2004/0054613 hereinafter referred to as Dokken).

Regarding claim 21, neither NPL1 nor Mosler teaches second entity's underwriting a second security issued by first entity.

Dokken teaches *the second entity underwriting an issuance of a second security issued by the first entity* (¶ [0027], [0029-0042], [0099]).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify 'repo' and stock-lending as taught by NPL1 and Mosler to

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adapt underwriting of second security as taught by Dokken. The motivation would be to provide added liquidity to first entity.

Regarding claim 22, neither NPL1 nor Mosler teaches second security issued having a call, put, or maturity date coinciding with settlement date of forward purchase contract.

Dokken teaches *wherein the second security has at least one of a maturity date, a call date, and a put date that coincides with a settlement date of the forward purchase contract* (**¶ [0029], [0040], [0099], and [0101]**).

It would have been obvious to one of ordinary skill in the art at the time of the

invention to modify 'repo' as taught by the combination of NPL1 and Mosler to adapt underwriting of a loan as taught by Dokken. The motivation would be to provide a pool of investments likely to provide further liquidity to the first entity.

Regarding claim 23, neither NPL1 nor Mosler teaches the second issued security's being a convertible bond or stock.

Dokken teaches *wherein the second security comprises a convertible security selected from the group comprising a convertible bond security and a convertible preferred stock security* (**¶ [0042]** where similar instrument is interpreted as similar to original asset, i.e. security issued by first entity, and said security is a convertible).

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It would have been obvious to one of ordinary skill in the art at the time of the invention to modify 'repo' as taught by the combination of NPL1 and Mosler to adapt underwriting of a convertible as taught by Dokken. The motivation would be to demonstrate providing securities with better risk profile for original issuer.

Response to Arguments

I Interview

Examiner agreed to accept arguments addressing the claim objections to use of 'forward purchase contract', and withdraws the objections.

Examiner agreed to accept arguments addressing the claim 112 rejections to use of 'forward purchase contract', and withdraws the rejections.

II Drawing Objections

Examiner withdraws objections to drawings based on arguments presented.

III Claim Objections

Examiner withdraws claims 1, 5-9, 11-16, 19, 20, 23, objections on use of 'forward purchase contract' based on Applicants' arguments..

Examiner accepts amendments to claim 1-7, 10-12, 14, 18-20 clarifying references to 'first security' with addition to claim 11 of 'first amount', to claims

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12 and 13 indicating interval, to claim 23 clarifying the claim referenced, and arguments concerning claim 11 and 12 limitations as addressing the objections.

Claims 26 and 30 were cancelled, so objections are moot.

IV Section 102 Rejections

Since claims 24 and 30 were cancelled, these rejections are moot.

V Section 103 rejections

Applicants argue that their forward contract will be accounted for, under current financial standards, as a repurchase of shares, and that the method recited in claim 1 differs from Examiner's reference because it alone does not affect the financials of the issuer. A 'reverse repurchase agreement' is also, as disclosed in Mosler, by both its very name and its definition, a repurchase, and is described as 'one party buys an asset from another party but promises to sell back the asset at a specified time'. From the point of view of the [other] party, inverting the sentence, and also according to the mirroring applicants argue allowable for dismissal of 112 rejections to use of 'forward purchase contract', the [other] party sells the asset and promises to buy back the asset at a specified time. Applicants argue that the first entity's earnings per share remain "practically unchanged" using the method of claim 1. As NPL1 states, in the case of a repo, "The seller is going to get the securities back, so it retains its economic exposure to the securities; consistent with this the purchaser will need

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to make substitute payments or manufactured dividends to compensate for an interest coupons or dividends missed by the seller during the period of the repo”.

The argument that Mosler does not disclose ‘second entity’s entering into a forward purchase contract with first entity, wherein the forward purchase contract obligates the second entity to subsequently deliver a second quantity of the first security to the first entity’ is unfounded. A repo effects this. According to Mosler, “A ‘repurchase agreement’ or ‘repo’ is a short-term loan agreement by which one party sells an asset to another party, but promises to buy back the asset at a specified time”. Thus the second entity is obligated to deliver the first security to the first entity.

NPL1 says that stock-lending and repo’s are different, discussing them separately under sections entitled ‘What is a repo?’, not quoted at all by Examiner, and ‘What is stock-lending?’ The stock-lending of NPL1 and the repos of Mosler are not, as applicants state, “roughly equivalents”, and only the section ‘What is stock-lending?’ is quoted by Examiner, as disclosing the last limitation in claim 1. Mosler is used for its definition of ‘repo’. A third section of NPL1 does address “When do they end up being **much** the same thing?”, but this very special case is not quoted by Examiner at all. Furthermore, although Applicants argue that stock-lending and repos are the same thing, a securities loan agreement is different from a repo agreement.

Examiner thus finds Applicants’ argument that Mosler does not describe the forward purchase contract required unpersuasive.

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In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, since NPL1 discusses, under separate sections, repos and stock-lending, Applicants' objection that a 'PHOSITA' would not be motivated at the time of the invention to combine Mosler's discussion of repo with NPL1's discussion of stock-lending is thus negated by example. NPL1 does combine a discussion of a repo with one about stock-lending, thus showing a motivation to combine.

Examiner thus finds Applicants' argument that a 'PHOSITA' would not be motivated to combine NPL1 and Mosler unfounded.

Examiner respectfully submits that claim 1 is maintained as rejected, and that the claims dependent on claim 1 are also maintained as rejected.

Conclusion

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**.

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See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to LINDA C. PERRY whose telephone number is (571) 270-1466. The examiner can normally be reached on M-F 8-5 alternate Fridays.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Kramer can be reached on (571) 272 6783.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Linda C Perry/
Examiner, Art Unit 3693

/Stefanos Karmis/

Primary Examiner, Art Unit 3693